non-dissolution of the corporation involved. The case is to be included within that large class wherein courts have declared that formal regularity of corporate organization and conduct will not be allowed to aid parties in the furtherance of their fraudulent designs. Such cases are discussed in a prior issue of this Review. 10 MICH. L. REV. 310 et seq. at pp. 311-313. And the presentation by JOHNSON, J. of the basic principles upon which he relies recalls the vigorous and sweeping terms of such decisions as *Metcalf* v. *Arnold,* 110 Ala. 180, 55 Am. St. Rep. 24, 1 WILG., CORP. CAS., 97, *In re Rieger,* 157 Fed. 609, and *Brundred* v. *Rice,* 49 Ohio St. 640, 32 N. E. 169, 34 Am. St. Rep. 589. "There is no hole too deep or tortuous for the law to explore in hunting fraud to its last refuge. One of the fatal errors fraud-feasors invariably make is in acting on the assumption that, if they can hide their scheme behind a deed, a written contract, a charter of incorporation, or something else as sacred and formidable, they thereby safely entrench themselves where hostile justice cannot reach them. * * * We reiterate what has been said so often, that fraud has no sanctuary and the courts will pierce its disguises whatever they may be and expose it in all its nakedness."

CRIMINAL LAW—WIFE ABANDONMENT—PROPER VENUE—Defendant was found guilty of abandoning his wife at the city and county of Saginaw. He petitioned for habeas corpus claiming the circuit court of Saginaw County was without jurisdiction, because the marriage took place in Kent County, when defendant was a resident of Marquette County, and he never was a resident of Saginaw County and had never lived with complaining witness in Saginaw County, and was, when arrested, a resident of Wayne County. *Held,* that as the wife was a legal resident of the county of venue, the court of that county had jurisdiction, and petitioner was not entitled to discharge from custody. *Ex Parte Price* (Mich. 1912) 134 N. W. 721.

In *Johnson* v. *People,* 66 Ill App. 103, 107, the court said: "If the defendant can not be indicted and tried in Peoria County, (the wife having gone to that county and the husband not being a resident thereof) he cannot be punished anywhere. It may be conceded that * * * a defendant can only be tried in the county where the offense is committed. * * * But the personal presence of the offender is not always an indispensable element in fixing jurisdiction. * * * A crime is committed where the doer's act takes effect," 12 CYC. 237. That the physical presence of accused is unnecessary, see *State* v. *Sanner,* 81 Oh. St. 393, 26 L. R. A. (N. S.) 1093. For an extended note to the same effect, see 33 L. R. A. (N. S.) 331. Abandonment of a child takes place in the county where it becomes dependent and destitute. *Bennefield* v. *State,* 80 Ga. 107; *State* v. *Peabody,* 25 R. I. 544. In accord with the principal case, *State* v. *Dvoracek,* 140 Iowa 266.

DAMAGES—BREACH OF CONTRACT—VALUE OF UNMATURED CROPS.—Defendant sold plaintiff seed represented to be "pure Bermuda onion seed of the very best quality and grade." The seeds proved to be of an inferior quality, and produced a poor crop. Plaintiff sued for breach of contract, and offered proof of the condition of his land, the favorable season for onion growing, the value of good Bermuda onion crops in the immediate vicinity, all of

which was rejected by the trial court. *Held*, the evidence offered by the plaintiff should have been admitted, as the true measure of damages in such cases is the probable ultimate value of the planted or unmatured crop minus what the inferior crop was really worth. *Malone* v. *Hastings* (1912) 193 Fed. 1.

This case arose in Texas, but the State courts there have rendered conflicting decisions on the question, *Jones* v. *George*, 56 Tex. 149, *Colorado Co.* v. *McFarland* (Tex. Civ. App.) 94 S. W. 400 and the federal court therefore followed the general rule, which is formulated as follows: "If under the evidence in the particular case, the damages are susceptible of reasonable computation, and are within the actual contemplation of the parties to the contract, there can be no valid reason for rejecting them merely because they are in the nature of lost profits or depend upon the estimated value of a growing but unmatured crop." In support of this rule are *Passinger* v. *Thorburn*, 34 N. Y. 634; *Wolcott* v. *Mount*, 36 N. J. L. 262; *Ferris* v. *Comstock*, 33 Conn. 513; *Page* v. *Pavey*, 8 C. & P. 769; *Flick* v. *Wetherbee*, 20 Wis. 392; *Wagstaff* v. *Short-Horn Dairy Co.*, 1 Cab. & E. 324; *Phelps* v. *Elyria Milling Co.*, 12 Ohio Dec. 692. For the rule in the analogous case of an action in tort for injury to growing crops, see 10 MICH. L. REV. 493. There is respectable authority repudiating the doctrine of the principal case on the ground that the value of a probable crop is in the nature of speculative profits and is too remote and uncertain to form the basis for the assessment of damages. *Butler* v. *Moore*, 68 Ga. 780; *Hurley* v. *Buchi*, 10 Lea 346; *Gresham* v. *Taylor*, 51 Ala. 505. That injuries to growing crops must be estimated with reference to their condition at the time of injury, see *Drake* v. *Chicago etc. Ry. Co.* 63 Iowa, 302.

DAMAGES—MASTER AND SERVANT—WRONGFUL DISCHARGE OF SERVANT.—Plaintiff sues to recover damages for breach of a contract under which he was employed by defendant for a period of one year at a stated salary payable monthly. The contract was dated September 1st, 1910, plaintiff was wrongfully discharged November 22nd, 1910, and brought this action December 5th, 1910. *Held*, that a wrongfully discharged employee may recover for any loss suffered by him during the entire unexpired term of employment, though he sues before the expiration of the time provided for by the contract, and though the trial is held before that time. *Helferich* v. *Sherman* (S. D. 1912) 134 N. W. 815.

This is a case of first impression in South Dakota and the court follows the rule as to the measure of damages recognized in *Cutter* v. *Gillette*, 163 Mass. 95, 39 N. E. 1010; *Wilke* v. *Harrison* 166 Pa. 202, 30 Atl. 1125; *Hamilton* v. *Love*, 152 Ind. 641, 53 N. E. 181; *Webb* v. *Depew*, 152 Mich. 698, 116 N. W. 560; *Pierce* v. *Tenn.* R. R. Co. 173 U. S. 1. The weight of authority as to the damages is with the principal case. However, in *Mt. Hope Cemetery Ass'n* v. *Weidenmann*, 139 Ill. 67, 28 N. E. 834 the court adopted the rule that plaintiff should be limited to his actual loss at the time of the trial, and declined to allow recovery of damages for the unexpired term of the contract subsequent to the trial. In *Doherty* v. *Schipper & Block*, 250 Ill. 128, 95 N. E. 74 a discharged employe had sued the employer for wages for one week and had recovered judgment; in a later suit by the employe for wages for